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|  <p>UNIVERSITY OF<br/><b>SOUTH CAROLINA</b></p> | <p><b>Request<br/>For<br/>Qualification</b></p> | <p>Solicitation Number:<br/>Date Issued:<br/>Procurement Officer:<br/>Phone:<br/>E-Mail Address:</p> | <p>USC-RFQ-3471-AS<br/>April 12, 2019<br/>Ashley Kennedy-Shell<br/>803-777-1015<br/><a href="mailto:ABK@MAILBOX.SC.EDU">ABK@MAILBOX.SC.EDU</a></p> |
|--|---|--|--|

DESCRIPTION: **Data Access, Business Intelligence, Analytics, and Reporting and Services**

USING GOVERNMENTAL UNIT: **University of South Carolina**

*The Term "Response" Means Your "Bid" or "Proposal". Your response must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Paper Response or Modification" provision.*

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|---|--|
| SUBMIT YOUR SEALED RESPONSE TO EITHER OF THE FOLLOWING ADDRESSES:   |  |
| <p>MAILING ADDRESS:<br/>University of South Carolina<br/>1600 Hampton Street, Suite 606<br/>Columbia SC 29208</p> | <p>PHYSICAL ADDRESS:<br/>University of South Carolina<br/>1600 Hampton Street, Suite 606<br/>Columbia SC 29208</p> |

SUBMIT RESPONSE BY (Opening Date/Time): **May 10, 2019 3:00 PM EST** (See "Deadline For Submission Of Response" provision)

QUESTIONS MUST BE RECEIVED BY: **April 19, 2019 3:00 PM EST** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) paper copy, marked original and (1) ea USB Drive**

|  |                     |
|--|---------------------|
| <p>CONFERENCE TYPE: NA<br/>DATE &amp; TIME:<br/>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</p> | <p>LOCATION: NA</p> |
|--|---------------------|

You must submit a signed copy of this form with Your Response. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Response open for a minimum of Sixty (60) calendar days after the Opening Date. (See "Signing Your Response" provision.)

|   |   |
|---|---|
| <p>NAME OF OFFEROR<br/><br/>(full legal name of business submitting the response)</p>   | <p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p> |
| <p>AUTHORIZED SIGNATURE<br/><br/>(Person must be authorized to submit binding response to contract on behalf of Offeror.)</p> | <p>DATE SIGNED</p>  |
| <p>TITLE<br/><br/>(business title of person signing above)</p>  | <p>STATE VENDOR NO.</p>   |
| <p>PRINTED NAME<br/><br/>(printed name of person signing above)</p>   | <p>STATE OF INCORPORATION<br/><br/>(If you are a corporation, identify the state of incorporation.)</p>   |

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|--|---|---|
| RESPONSEOR'S TYPE OF ENTITY: (Check one)                   |   | (See "Signing Your Response" provision.)                              |
| <input type="checkbox"/> Sole Proprietorship               | <input type="checkbox"/> Partnership              | <input type="checkbox"/> Other _____                                  |
| <input type="checkbox"/> Corporate entity (not tax-exempt) | <input type="checkbox"/> Corporation (tax-exempt) | <input type="checkbox"/> Government entity (federal, state, or local) |

**PAGE TWO**

**(Return Page Two with Your Response)**

|  |   |
|--|---|
| <b>HOME OFFICE ADDRESS</b> (Address for Offeror's home office / principal place of business) | <b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) |
|  | Area Code - Number - Extension <span style="float: right;">Facsimile</span>   |
|  | E-mail Address  |

**ACKNOWLEDGMENT OF AMENDMENTS**  
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

| Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date |
|---------------|----------------------|---------------|----------------------|---------------|----------------------|---------------|----------------------|
|               |                      |               |                      |               |                      |               |                      |
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|--|----------------------|----------------------|----------------------|-------------------------|
| <b>DISCOUNT FOR PROMPT PAYMENT</b><br>(See "Discount for Prompt Payment" clause) | 10 Calendar Days (%) | 20 Calendar Days (%) | 30 Calendar Days (%) | _____ Calendar Days (%) |
|--|----------------------|----------------------|----------------------|-------------------------|

**PREFERENCES - A NOTICE TO VENDORS:**

Preferences do not apply to Request for Qualifications per SC Consolidated Procurement Code Section 11-35-1524, part (5).

PREFERENCES - Not Applicable

## **PART 1            GENERAL INFORMATION/INSTRUCTIONS**

1. By submission of a response to this Request for Qualifications you will be considered for qualification to respond to a Request for Proposal for the project described herein when it's issued.
2. Offerors responding to the Request for Qualifications will be evaluated based on the information they provide. All submittals will be considered. In accordance with Section 11-35-1530(4) of the SC Procurement Code, Offerors will be ranked from most qualified to least qualified on the basis of information provided. Proposals will be solicited from a minimum of the top two (2) prospective Offerors by means of a Request for Proposal. Should only one Offeror choose to respond to the Request for Qualifications and the offer is deemed responsive, the University may at its discretion forego the RFP process.
3. Offerors are to include in their response all information as requested herein and respond in the format specified.
4. **SUBMITTING CONFIDENTIAL INFORMATION (August 2002):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the University of South Carolina may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining

whether to release documents, the University of South Carolina will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the University of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the University of South Carolina withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

5. SUBMITTING REDACTED OFFERS (MAR 2015): If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information ( the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.") Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]
6. PLEASE SEE ATTACHMENT A (ADDITIONAL INSTRUCTIONS TO OFFEROR)

## **PART 2 BACKGROUND – UofSC AND ITS DATA AND INFORMATION ECOSYSTEM**

### **A. Background on University of South Carolina (UofSC) and USC System**

The University of South Carolina System has 200 years of history and tradition with enrollment nearing 50,000 students across all campuses each year, and over 15,000 employees system-wide. The flagship campus in Columbia is accredited with Palmetto College, inclusive of four two-year campuses located in Lancaster, Sumter, Salkehatchie and Union, as well as online degree completion programs. USC Columbia also boasts four professional schools: two medical schools, a College of Pharmacy, and a School of Law. The UofSC System also includes three independently-accredited Comprehensive Universities: USC Aiken, USC Beaufort and USC Upstate. Additional information may be obtained through USC's web site: <http://www.sc.edu/about/>.

Information technology at UofSC is semi-centralized, with each campus having certain local responsibilities, while the Division of IT (DoIT) at the Flagship campus in Columbia provides support for many system-wide needs. These include support for enterprise applications, primarily Ellucian Banner as the student information system (including student record, financial aid, and student accounts); PeopleSoft for finance, administration, and human resources functions; Oracle Identity Manager for identity management and account provisioning; and IBM Cognos for data warehouse reporting.

## **B. Data and Information Ecosystem**

The following enterprise applications are each configured as single instances serving all 8 campuses. Unless otherwise indicated, the systems are hosted on-premise in Columbia DoIT's data center.

### Student-related Systems

- Ellucian Banner – Administrative Student Information System
  - Version: UofSC's production environment currently utilizes Banner 8 INB and Banner 9 Admin Pages. We anticipate discontinuing Banner 8 by mid-May 2019.
  - The Student Financial Aid Module in Banner leverages Multi-Entity Processing (MEP) via an Oracle Virtual Private Database (VPD) in order to allow for separate and distinct aid administration for each of the eight University campuses, using a single instance of Banner.
- Ellucian Banner – Self-Service Student Information System
  - Version: Banner 8. By June 1, 2019, UofSC expects to be fully converted to Banner 9 in its production environment for Banner 9 Self-Service, Banner 9 Self-Service Student, Registration, Scheduler, Profile, Roster, and Advisee List. Banner 8 will be deprecated in early 2020

### Financials-related Systems

- PeopleSoft Financials and Supply Chain Management 9.2
  - Financials
  - Accounts Payable/Purchasing
  - Asset Management
  - Expenses
  - Grants/Contracts
  - UC4 Job Scheduler for Interfaces

### Human Resources-related Systems

- PeopleSoft Human Capital Management 9.2
  - Human Resources
  - Benefits Administration
  - North American Payroll
  - Absence Management
  - Time and Labor
  - Manager/Employee Self-service

### Identity Management System

- Oracle Identity and Access Management Suite Plus

### Data Repository Systems (current)

- Operational Data Store
  - Ellucian Banner Operational Data Store v 9.0 utilizing Materialized Views
- Data Warehouse

- IBM Cognos 10.2.1 is currently in use; UofSC expects to complete upgrade to Cognos 11 by October 1, 2019
- Student Cohort Files, are unique files developed by UofSC’s Office of Institutional Reporting, Assessment, and Analytics to support U.S. Department of Education IPEDS Outcome Measures reporting

Data Governance-related Systems (hosted)

- Data Cookbook, Enterprise Plus Complete, serves as an enterprise resource for data governance, including data definitions, data classification, data steward, lineage, and profiling.
- UofSC plans to leverage Data Cookbook as the authoritative repository and source for data definitions that support business intelligence, reporting and analytics. Definitions will be added, improved, and maintained in perpetuity, with personnel prioritizing data elements required for this initiative.

**PART 3 PROJECTED SCOPE OF WORK**

**A. OVERVIEW**

To ensure rapid, turnkey delivery, UofSC seeks to procure a comprehensive, commercially available bundled “Solution” that includes:

- proven technology platform(s)
- higher education data models based on data from enterprise systems in use at UofSC
- cloud-based infrastructure and tools, including best-in-class data visualization, analysis, and reporting capability through Tableau
- implementation, delivery, and ongoing operation support through comprehensive and higher education experienced professional services
- an established and proven methodology for implementation and continuous operation

Collectively, this may be considered a “buy” of an existing Solution from an experienced Offeror. UofSC will not consider a Solution “build.” Solution must have a proven record of success in higher education, exemplified by institutional customers who attest to Offeror’s qualifications and ability to perform.

The Solution must be provided for the UofSC System (8 campuses) to modernize and substantially improve our capabilities with respect to data access, business intelligence, analytics, and reporting across three enterprise-wide data domains, henceforth referred to as “**Core Data Domains**”:

- Student Core Data
- Financials Core Data
- Human Resources Core Data

To provide credible business intelligence and analytics, the Solution must also be able to include national data that supports deep analytics; this includes data external to UofSC, including US Census, US Bureau of Labor Statistics, National Student Clearinghouse, IPEDS, and other relevant sources. Collectively, these shall be referred to as “**External Data Sources**”.

UofSC seeks to establish the Core Data Domains and External Data Sources within three (3) years of the start date of the contract (sooner is strongly preferred), including the ability to join and analyze data across these domains.

Following this achievement, the Solution must include data from other relevant internal data sources to enable a wider range of business intelligence and deep analytics, including data come from highly diversified and specialized auxiliary services. Examples may include but are not limited to student admissions, learning management system, student housing, parking, facilities, student health, and IT service delivery. These shall be referred to as “**Auxiliary Data Sources**”.

The specific information systems that support such functions may change over time and may vary from campus to campus. It is critical that the Solution enable data separation and privacy by campus.

## **B. DELIVERY / PERFORMANCE LOCATIONS**

The Solution is required to be cloud-based, accessible securely to authorized university personnel based anywhere, with few limitations.

The vast majority of “on-site” consultation, information exchange, performance of services, and training will be conducted on UofSC’s Columbia campus. In order to ensure appropriate implementation of the 3 Core Data Domains and External Data Sources, periodic visits to each of USC’s Comprehensive Universities may be helpful (USC Aiken, USC Beaufort, and USC Upstate).

## **PART 4 OFFEROR’S RESPONSE TO THIS RFQ**

Offeror must construct a response that references the specific item designation below, and offer supporting evidence that it can meet or exceed each qualification (including products, licensing, subcontracts, illustrations, personnel information, or other requested information).

### **A. Experience and Personnel**

1. A concise history of Offeror’s business/entity, including formal name, number of years in operation, total number of higher education institutional clients and their longevity with Offeror (institution names may be redacted), and a general description of Offeror’s experience in providing platform(s) and services consistent with UofSC’s objectives (Part 3 of this RFQ).

2. Identify key Offeror personnel who would administer the Solution. Include first initial and last name, degrees earned, years of professional work experience, current and past position titles and a summary of current and prior work performed in higher education to demonstrate their qualifications. If subcontractors will be proposed, their qualifications must be included.

## **B. References**

1. Three (3) written references, each by a senior leader or executive employed at separately-accredited higher education institutions that are current clients. Institution name, person name, and position/title, phone number, and email address must be included. References must generally confirm Offeror's capability to provide the platform(s) and services described in Part 3. At least two references must originate from large public, comprehensive universities; one or more should preferably be Carnegie classified as R1, a doctoral university with very high research activity.

## **C. Ability to Perform**

1. Ability to deliver a cloud-based platform of commercially available technologies that has a proven record of success in higher education. This must include extract-transform-load (ETL) or extract-load-transform (ELT) capabilities, platform scalability, high availability, privacy and security of data in transit and at rest (including compliance with industry-based privacy, financial, and security regulations and standards (e.g. FERPA and HIPAA), and user access/authentication (including multifactor authentication).
2. Available data models specifically developed for and previously validated in partnership with higher education institutions, with proven ability to source data from each of the following systems:
  - a) Banner Student Information System versions 8 and 9
  - b) PeopleSoft Financials 9.2
  - c) PeopleSoft Human Resources 9.2
3. Ability to provide the following within three (3) years of the begin date of the contract (faster is highly preferred by the University):
  - a) Student Core Data and External Data Sources, by the end of year one
  - b) Financials Core Data, by the end of year two
  - c) Human Resources Core Data, by the end of year three
4. Ability to provide optimized data reporting models and schemas that support cross-functional analysis and make data from all included sources generally available for rapid use through desktop applications such as Excel, Power BI, Python, R, and SAS.
5. Authorized to provide and include enterprise licensing for Tableau Server for data visualization, analysis, and reporting. Additionally, Offeror must be able to offer end user desktop licenses to produce content. Where possible, UofSC seeks readily-available deliverables to expedite access/use of data, including dashboards, reporting, and analyses.



6. Ability to provide personnel who can perform comprehensive professional services, including implementation, facilitating validation of data models with UofSC data, technical preparation and administration of the platform, engineering, data modeling, data analysis, data science, project management, training, coaching and ongoing support of involved UofSC personnel.
7. Ability to articulate clearly the organizational units, roles, responsibilities, and time commitments of university personnel typically involved to ensure success.
8. Evidence of previous collaboration and/or deliverables that leverage Data Cookbook, UofSC's data governance information system.
9. (Optional but strongly encouraged) Sample pricing and/or budget for provision of the Solution, including platform(s) and services.
10. Sample of Offeror's proposed contract (every page of the contract must be clearly labeled "SAMPLE") for institutional clients that addresses the provision of the Solution. Include any and all applicable service level agreements or amendments.
11. Offeror's business continuity plan and evidence of fiscal standing. Where reasonable, portions may be redacted to protect trade secrets and/or proprietary information. Offeror must provide a copy of their most recent, audited, annual financial statement, or other acceptable evidence of financial stability. Such acceptable evidence includes but is not limited to last three years of income tax returns and letters of credit.

#### **D. Affirmations and Consent**

By completing and signing the Cover Page of this solicitation, Offeror agrees and affirms the following:

1. It has reviewed and would consent, without substantial amendment, to UofSC's *Contract Addendum for External Data and Systems Service Providers* (available for review at [https://sc.edu/about/offices\\_and\\_divisions/division\\_of\\_information\\_technology/chiefdatoofficer/univ\\_152\\_appendix\\_4.docx](https://sc.edu/about/offices_and_divisions/division_of_information_technology/chiefdatoofficer/univ_152_appendix_4.docx) )
2. Any and all content, algorithms, data, information, reports, dashboards, analytic data models, and other deliverables may be requested by UofSC and will be transferred in perpetuity to UofSC through commercially viable formats, upon written request, termination, or expiration of the contract.

## ATTACHMENT A- ADDITIONAL INSTRUCTIONS

### AMENDMENTS TO SOLICITATION

The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site <http://purchasing.sc.edu> for the issuance of Amendments: (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a response that indicates in some way that the offeror received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

### AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract.

### CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

(a) (1) By submitting a response, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this response, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance

was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

#### **CODE OF LAWS AVAILABLE (JAN 2006)**

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.gov/code/statmast.php> . The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>

#### **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE**

You warrant and represent that your response identifies and explains any unfair competitive advantage you may have in competing and any actual or potential conflicts of interest that may arise from your participation in this competition. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold pre-qualifying for RFP. Before withholding pre-qualifying for RFP on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your response identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

#### **DEADLINE FOR SUBMISSION OF QUALIFICATIONS**

Any response received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the response has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening.

#### **DUTY TO INQUIRE**

Offeror, by submitting a Response, represents that it has read and understands the Solicitation and that its Response is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors."

#### **PROTESTS**

Any prospective offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210]

#### **PROHIBITED COMMUNICATIONS AND DONATIONS**

Violation of these restrictions may result in disqualification of your response, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and pre-qualifying for RFP, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer.

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your response discloses any gifts made, directly or through an intermediary, by you or your named subcontractors***

***to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165]

#### **PUBLIC OPENING**

Responses will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

#### **QUESTIONS FROM OFFERORS**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140]

#### **SUBMISSION OF QUESTIONS**

Via email only to [abk@mailbox.sc.edu](mailto:abk@mailbox.sc.edu)

**Subject: USC-RFQ-3471-AS**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140]

#### **REJECTION/CANCELLATION**

This solicitation does not commit the State of South Carolina to pre-qualify for RFP, to pay any costs incurred in the preparation of a response, or to procure or contract for the articles of goods or services. The State may cancel this solicitation in whole or in part. The State may reject any or all responses in whole or in part. [Section 11-35-1710 & R.19-445.2065]

#### **RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)**

- (a) Responses for supplies or services other than those specified will not be considered unless authorized by the Solicitation.
- (b) Responsiveness. Any Response which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Responses which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, a response will be rejected if the total possible

cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

### **SIGNING YOUR RESPONSE**

Every Response must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Response must be signed by that individual. If the Offeror is an individual doing business as a firm, the Response must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Response must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) A Response may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Response must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Response is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Response must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

### **STATE OFFICE CLOSINGS (JAN 2004)**

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.scemd.org/closings>

### **SUBMITTING A PAPER OFFER OR MODIFICATION**

**Paper responses are required.** (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the response. Do not modify the solicitation document itself. (b) (1) All copies of the response or modification, and any other documents required to be submitted with the response shall be enclosed in a sealed, opaque envelope or package. (2) Submit your response or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the Offeror. If the response or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "RESPONSE ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each response in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) e-mail responses, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

### **TAXPAYER IDENTIFICATION NUMBER**

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Response the name and TIN of common parent.(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

#### **WITHDRAWAL OR CORRECTION OF RESPONSE (JAN 2004)**

Responses may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A response may be withdrawn in person by a offeror or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the . The withdrawal and correction of responses is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

#### **CLARIFICATION (NOV 2007)**

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your response or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted a response which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the response. Clarifications may not be used to revise a response or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

#### **OPENING RESPONSES -- INFORMATION NOT DIVULGED**

In competitive sealed responses, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

#### **PROTEST - CPO - ITMO ADDRESS (JUN 2006)**

Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing

(a) by email to protest-itmo@itmo.sc.gov ,

(b) by facsimile at 803-737-0102 , or

(c) by post or delivery to 1201 Main Street, Suite 601, Columbia, SC 29201.